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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DISIVION

VARESE SARABANDE RECORDS,
LLC,

Plaintiff,

vs.

TWELVESIXTY, LLC,

Defendant.

CASE NO. 2:17-cv-02801-CAS-GJS

Hon. Christina A. Snyder

STIPULATED PROTECTIVE
ORDER¹

TWELVESIXTY LLC,

Counter-Claimant,

vs.

VARÈSE SARABANDE RECORDS,
LLC, and ROES 1-10 inclusive,

Counter-Defendant.

Complaint Filed: April 12, 2017
Trial Date: April 3, 2018

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish’s Procedures.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11
12 B. GOOD CAUSE STATEMENT

13 This action is likely to involve production and disclosure of certain
14 documents and information pertaining to the parties' trade secrets, financial
15 information, competitive information, marketing information, personnel
16 information, product development, or other kinds of commercially sensitive,
17 valuable research, development, commercial, financial, technical and/or proprietary
18 information for which special protection from public disclosure and from use for
19 any purpose other than prosecution of this action is warranted. Such confidential
20 and proprietary materials and information consist of, among other things,
21 confidential business or financial information, information regarding confidential
22 business practices, or other confidential research, development, or commercial
23 information (including information implicating privacy rights of third parties),
24 information otherwise generally unavailable to the public, or which may be
25 privileged or otherwise protected from disclosure under state or federal statutes,
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of
27 information, to facilitate the prompt resolution of disputes over confidentiality of
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1 discovery materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of
3 such material in preparation for and in the conduct of trial, to address their handling
4 at the end of the litigation, and serve the ends of justice, a protective order for such
5 information is justified in this matter. It is the intent of the parties that information
6 will not be designated as confidential for tactical reasons and that nothing be so
7 designated without a good faith belief that it has been maintained in a confidential,
8 non-public manner, and there is good cause why it should not be part of the public
9 record of this case.

10
11 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

12 The parties further acknowledge, as set forth in Section 12.3, below, that this
13 Stipulated Protective Order does not entitle them to file confidential information
14 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
15 and the standards that will be applied when a party seeks permission from the court
16 to file material under seal.

17 There is a strong presumption that the public has a right of access to judicial
18 proceedings and records in civil cases. In connection with non-dispositive motions,
19 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
20 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
21 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
22 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
23 require good cause showing), and a specific showing of good cause or compelling
24 reasons with proper evidentiary support and legal justification, must be made with
25 respect to Protected Material that a party seeks to file under seal. The parties' mere
26 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
27 without the submission of competent evidence by declaration, establishing that the
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1 material sought to be filed under seal qualifies as confidential, privileged, or
2 otherwise protectable—constitute good cause.

3 Further, if a party requests sealing related to a dispositive motion or trial, then
4 compelling reasons, not only good cause, for the sealing must be shown, and the
5 relief sought shall be narrowly tailored to serve the specific interest to be protected.
6 *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
7 each item or type of information, document, or thing sought to be filed or introduced
8 under seal in connection with a dispositive motion or trial, the party seeking
9 protection must articulate compelling reasons, supported by specific facts and legal
10 justification, for the requested sealing order. Again, competent evidence supporting
11 the application to file documents under seal must be provided by declaration.

12 Any document that is not confidential, privileged, or otherwise protectable in
13 its entirety will not be filed under seal if the confidential portions can be redacted.
14 If documents can be redacted, then a redacted version for public viewing, omitting
15 only the confidential, privileged, or otherwise protectable portions of the document,
16 shall be filed. Any application that seeks to file documents under seal in their
17 entirety should include an explanation of why redaction is not feasible.

18 19 2. DEFINITIONS

20 2.1 Action: this pending federal lawsuit.

21 2.2 Challenging Party: a Party or Non-Party that challenges the
22 designation of information or items under this Order.

23 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
24 how it is generated, stored or maintained) or tangible things that qualify for
25 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
26 the Good Cause Statement.

27 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
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1 their support staff).

2 2.5 Designating Party: a Party or Non-Party that designates information or
3 items that it produces in disclosures or in responses to discovery as
4 “CONFIDENTIAL.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced or
8 generated in disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as
11 an expert witness or as a consultant in this Action. As used herein, “Expert” shall
12 include but not be limited to Ali Adawiya, Raul Carrega and any other person who
13 inspects or makes abstracts of any of Plaintiff Varèse Sarabande Records, LLC’s
14 books or records pursuant to the parties’ Short Form Master License Agreement
15 dated as of August 29, 2014 and any other individual that a Party retains to serve as
16 an expert witness or as a consultant in this action.

17 2.8 House Counsel: attorneys who are employees or independent
18 contractors of a party to this Action including Steve Knapp to the extent he is not
19 Outside Counsel of Record. House Counsel does not include Outside Counsel of
20 Record or any other outside counsel.

21 2.9 Non-Party: any natural person, partnership, corporation, association or
22 other legal entity not named as a Party to this action.

23 2.10 Outside Counsel of Record: attorneys who are not employees of a
24 party to this Action but are retained to represent or advise a party to this Action and
25 have appeared in this Action on behalf of that party or are affiliated with a law firm
26 that has appeared on behalf of that party, and includes support staff.

27 2.11 Party: any party to this Action, including all of its officers, directors,
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1 employees, consultants, retained experts, and Outside Counsel of Record (and their
2 support staffs).

3 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this Action.

5 2.13 Professional Vendors: persons or entities that provide litigation
6 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)
8 and their employees and subcontractors.

9 2.14 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL.”

11 2.15 Receiving Party: a Party that receives Disclosure or Discovery
12 Material from a Producing Party.

13
14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only
16 Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any testimony, conversations, or
19 presentations by Parties or their Counsel that might reveal Protected Material.

20 Any use of Protected Material at trial shall be governed by the orders of the
21 trial judge. This Order does not govern the use of Protected Material at trial.

22
23 4. DURATION

24 Once a case proceeds to trial, information that was designated as
25 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
26 as an exhibit at trial becomes public and will be presumptively available to all
27 members of the public, including the press, unless compelling reasons supported by
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1 specific factual findings to proceed otherwise are made to the trial judge in advance
2 of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause”
3 showing for sealing documents produced in discovery from “compelling reasons”
4 standard when merits-related documents are part of court record). Accordingly, the
5 terms of this protective order do not extend beyond the commencement of the trial.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under
9 this Order must take care to limit any such designation to specific material that
10 qualifies under the appropriate standards. The Designating Party must designate for
11 protection only those parts of material, documents, items or oral or written
12 communications that qualify so that other portions of the material, documents, items
13 or communications for which protection is not warranted are not swept unjustifiably
14 within the ambit of this Order.

15 Mass, indiscriminate or routinized designations are prohibited. Designations
16 that are shown to be clearly unjustified or that have been made for an improper
17 purpose (e.g., to unnecessarily encumber the case development process or to impose
18 unnecessary expenses and burdens on other parties) may expose the Designating
19 Party to sanctions.

20 If it comes to a Designating Party’s attention that information or items that it
21 designated for protection do not qualify for protection, that Designating Party must
22 promptly notify all other Parties that it is withdrawing the inapplicable designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in
24 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
26 under this Order must be clearly so designated before the material is disclosed or
27 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that
4 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
5 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
6 portion of the material on a page qualifies for protection, the Producing Party also
7 must clearly identify the protected portion(s) (e.g., by making appropriate markings
8 in the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and
12 before the designation, all of the material made available for inspection shall be
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine which
15 documents, or portions thereof, qualify for protection under this Order. Then,
16 before producing the specified documents, the Producing Party must affix the
17 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
18 portion of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings
20 in the margins).

21 (b) for testimony given in depositions that the Designating Party identifies
22 the Disclosure or Discovery Material on the record, before the close of the
23 deposition all protected testimony. Additionally, the Party or Non-Party that
24 sponsors, offers, or gives the testimony shall have up to ten (10) days from the date
25 of receipt of the transcript to identify any specific portions of the testimony as to
26 which protection is sought. During this ten (10) day period, all testimony shall be
27 treated as Protected Material.

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1 (c) for information produced in some form other than documentary and for
2 any other tangible items, that the Producing Party affix in a prominent place on the
3 exterior of the container or containers in which the information is stored the legend
4 “CONFIDENTIAL.” If only a portion or portions of the information warrants
5 protection, the Producing Party, to the extent practicable, shall identify the protected
6 portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive
9 the Designating Party’s right to secure protection under this Order for such material.
10 Upon timely correction of a designation, the Receiving Party must make reasonable
11 efforts to assure that the material is treated in accordance with the provisions of this
12 Order.

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14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court’s
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37.1 et seq.

20 6.3 The burden of persuasion in any such challenge proceeding shall be on
21 the Designating Party. Frivolous challenges, and those made for an improper
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
23 parties) may expose the Challenging Party to sanctions. Unless the Designating
24 Party has waived or withdrawn the confidentiality designation, all parties shall
25 continue to afford the material in question the level of protection to which it is
26 entitled under the Producing Party’s designation until the Court rules on the
27 challenge.

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2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is
4 disclosed or produced by another Party or by a Non-Party in connection with this
5 Action only for prosecuting, defending or attempting to settle this Action. Such
6 Protected Material may be disclosed only to the categories of persons and under the
7 conditions described in this Order. When the Action has been terminated, a
8 Receiving Party must comply with the provisions of section 13 below (FINAL
9 DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 “CONFIDENTIAL” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary
19 to disclose the information for this Action;

20 (b) the officers, directors, employees and House Counsel of the Receiving
21 Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and Professional
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1 Vendors to whom disclosure is reasonably necessary for this Action and who have
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (g) the author or recipient of a document containing the information or a
4 custodian or other person who otherwise possessed or knew the information;

5 (h) during their depositions, witnesses, and attorneys for witnesses, in the
6 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
7 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
8 not be permitted to keep any confidential information unless they sign the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
10 agreed by the Designating Party or ordered by the court. Pages of transcribed
11 deposition testimony or exhibits to depositions that reveal Protected Material may
12 be separately bound by the court reporter and may not be disclosed to anyone except
13 as permitted under this Stipulated Protective Order; and

14 (i) any mediator or settlement officer, and their supporting personnel,
15 mutually agreed upon by any of the parties engaged in settlement discussions.

16
17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
18 PRODUCED IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to
25 issue in the other litigation that some or all of the material covered by the subpoena
26 or order is subject to this Protective Order. Such notification shall include a copy of
27 this Stipulated Protective Order; and
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1 (c) cooperate with respect to all reasonable procedures sought to be pursued
2 by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this
5 action as “CONFIDENTIAL” before a determination by the court from which the
6 subpoena or order issued, unless the Party has obtained the Designating Party’s
7 permission. The Designating Party shall bear the burden and expense of seeking
8 protection in that court of its confidential material and nothing in these provisions
9 should be construed as authorizing or encouraging a Receiving Party in this Action
10 to disobey a lawful directive from another court.

11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
12 PRODUCED IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information produced by a Non-
14 Party in this Action and designated as “CONFIDENTIAL.” Such information
15 produced by Non-Parties in connection with this litigation is protected by the
16 remedies and relief provided by this Order. Nothing in these provisions should be
17 construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to
19 produce a Non-Party’s confidential information in its possession, and the Party is
20 subject to an agreement with the Non-Party not to produce the Non-Party’s
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party that
23 some or all of the information requested is subject to a confidentiality agreement
24 with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
26 Order in this Action, the relevant discovery request(s), and a reasonably specific
27 description of the information requested; and
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1 (3) make the information requested available for inspection by the Non-
2 Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within 14
4 days of receiving the notice and accompanying information, the Receiving Party
5 may produce the Non-Party's confidential information responsive to the discovery
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
7 not produce any information in its possession or control that is subject to the
8 confidentiality agreement with the Non-Party before a determination by the court.
9 Absent a court order to the contrary, the Non-Party shall bear the burden and
10 expense of seeking protection in this court of its Protected Material.

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12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
16 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
17 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
18 persons to whom unauthorized disclosures were made of all the terms of this Order,
19 and (d) request such person or persons to execute the "Acknowledgment and
20 Agreement to Be Bound" that is attached hereto as Exhibit A.

21
22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
23 OTHERWISE PROTECTED MATERIAL

24 (a) When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other protection,
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
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1 procedure may be established in an e-discovery order that provides for production
2 without prior privilege review. In accordance with Federal Rules of Civil Procedure,
3 Rule 26(b)(5)(B), in the event that any document or thing containing or constituting
4 privileged attorney-client communications or attorney work product is inadvertently
5 produced, the Producing Party shall notify the Receiving Party promptly after it is
6 discovered that the privileged or otherwise protected material was inadvertently
7 produced for inspection or provided, and upon receipt of such notification the
8 Receiving Party shall promptly return to counsel for the Producing Party any and all
9 copies of such document or thing and thereafter refrain from any use whatsoever, in
10 this case or otherwise, of such document or thing and must take reasonable steps to
11 retrieve the information if the Receiving Party disclosed it before being notified.
12 The inadvertent production of any document or thing for which a claim of attorney-
13 client privilege or work-product doctrine is subsequently asserted by the Producing
14 Party shall not constitute a subject matter waiver of a valid claim of privilege or
15 work-product doctrine (i) if the holder of the privilege or protection took reasonable
16 steps to prevent disclosure and to rectify the error; or (ii) as to any other document
17 or thing in the possession of the Producing Party, or as to any communication or
18 information within the knowledge of the Producing Party.

19 (b) In the event that a Receiving Party receives a document or thing
20 containing privileged attorney-client communications or attorney work product that
21 the Receiving Party believes has been inadvertently produced, the Receiving Party
22 shall notify the Producing Party promptly after it is discovered that the privileged
23 material may have been inadvertently produced for inspection or provided. If the
24 Producing Party has notified the Receiving Party of inadvertent production
25 hereunder, or has confirmed the inadvertent production called to its attention by the
26 Receiving Party, the Receiving Party shall promptly return to counsel for the
27 Producing Party any and all copies of such document or thing and thereafter refrain
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1 from any use whatsoever, in this case or otherwise of such document or thing and
2 must take reasonable steps to retrieve the information if the Receiving Party
3 disclosed it before determined that there had been an inadvertent production or was
4 so notified by the Producing Party. The inadvertent production of any document or
5 thing for which a claim of attorney-client privilege or work-product doctrine is
6 subsequently asserted by the Producing Party shall not constitute a subject matter
7 waiver of a valid claim of privilege or work-product doctrine as to any other
8 document or thing in the possession of the Producing Party, or as to any
9 communication or information within the knowledge of the Producing Party.

10 (c) The knowing and voluntary disclosure of a document, thing, or
11 communication, or of information that would otherwise be protected by the
12 attorney-client privilege or the work-product doctrine shall constitute a waiver of
13 attorney-client privilege or work-product doctrine only as to the specific topic
14 contained in the document, thing, communication, or information disclosed. In no
15 event will the waiver described in this paragraph include: (a) any document, thing,
16 communication, or information communicated to or from or prepared by or on
17 behalf of any Outside Counsel of Record (or their agents) representing either party
18 in this litigation; or (b) any document, thing, communication, or information
19 communicated to or from or prepared by or on behalf of any other Outside Counsel
20 of Record or House Counsel of either party for purposes of this litigation.

21
22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order, no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
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1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Local Civil Rule 79-5. Protected Material
5 may only be filed under seal pursuant to a court order authorizing the sealing of the
6 specific Protected Material at issue. If a Party's request to file Protected Material
7 under seal is denied by the court, then the Receiving Party may file the information
8 in the public record unless otherwise instructed by the court.

9
10 13. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in paragraph 4, within 60
12 days of a written request by the Designating Party, each Receiving Party must return
13 all Protected Material to the Producing Party or destroy such material. The
14 Receiving Party shall determine whether such Protected Material is returned to the
15 Producing Party or destroyed. As used in this subdivision, "all Protected Material"
16 includes all copies, abstracts, compilations, summaries, and any other format
17 reproducing or capturing any of the Protected Material. Whether the Protected
18 Material is returned or destroyed, the Receiving Party must submit a written
19 certification to the Producing Party (and, if not the same person or entity, to the
20 Designating Party) by the 60 day deadline that (1) identifies (by category, where
21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
22 that the Receiving Party has not retained any copies, abstracts, compilations,
23 summaries or any other format reproducing or capturing any of the Protected
24 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
25 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
26 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
27 work product, and consultant and expert work product, even if such materials

1 contain Protected Material. Any such archival copies that contain or constitute
2 Protected Material remain subject to this Protective Order as set forth in Section 4
3 (DURATION).

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5 14. VIOLATION

6 Any violation of this Order may be punished by appropriate measures
7 including, without limitation, contempt proceedings and/or monetary sanctions.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: July __, 2017

WILLIAM ARCHER
LEWIS BRISBOIS BISGAARD & SMITH LLP

_____/s/_____
Attorneys for Plaintiff and Counter-Claim
Defendant
Varèse Sarabande Records, LLC

DATED: July __, 2017

MICHAEL G. MARDEROSIAN
MARDOROSIAN & COHEN

_____/s/_____
Attorneys for Defendant and Counter-Claimant
Twelvesixty, LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: August 1, 2017



GAIL J. STANDISH
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Varèse Sarabande Records, LLC v. Twelvesixty, LLC,
United States District Court, Central District of California Case No. 2:17-cv-02801-
CAS-GJS. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject
to this Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____